

AYER



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## **Decision**

**Matter of:** The Mat Works

**File:** B-234650

**Date:** June 22, 1989

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### **DIGEST**

1. Allegation that amended specification was defective is dismissed as untimely where alleged defect (lack of specificity) was apparent in the amended specification but was not challenged until after the closing date for response to the amendment.

2. Under small purchase procedures requiring the submission of product literature to establish product durability, agency properly selected firm whose literature established the minimum life expectancy of its product instead of protester whose product literature was silent on life expectancy and who merely added a hand-written notation to its quotation asserting that its product had a certain life expectancy.

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### **DECISION**

The Mat Works, a division of Janitex Rug Service Corporation, protests the General Services Administration's (GSA) use of allegedly defective specifications and improper evaluation of its quotation under request for quotations (RFQ) No. WPBSI-89-03 for walk-off mats. The Mat Works contends that the specifications were so vague that there was no objective standard against which to evaluate quotations received, resulting in the absence of a common basis of competition, and that rejection of its quotation was improper since its quotation provided everything the RFQ asked for, whereas the awardee's quotation was not responsive.

We dismiss the protest in part and deny it in part.

Issued on October 31, 1988, the RFQ sought quotations from four firms for the supply and installation of walk-off mats. The RFQ required the most durable mats that would withstand high traffic and be easy to maintain and advised that the

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agency would select two different colors from samples provided by the contractor. Two firms responded by the November 21 closing date--Eagle Mat & Floor Products, quoting \$16,666.80, and the protester, quoting \$20,445.22.

On December 2, The Mat Works filed an agency-level protest arguing that the description of the mats in the RFQ was vague and requesting that the agency amend the RFQ to specify the characteristics sought, such as contents, weight and backing of the mats. GSA responded by amending the RFQ, requiring additional information on the durability and maintenance of the items quoted by the two firms. Specifically, the amendment required:

"[T]hat all vendors supply a copy of the specifications for the samples they submitted with their original quotation. The specifications should clearly outline life expectance of the floor covering being offered, material it is made of as well as manufacturer's care instructions."

Both firms submitted descriptive literature in response to the amendment. The agency judged Eagle's submission responsive to the amended RFQ; however, the agency found the protester's submission nonresponsive because as regards life expectancy it offered only the following hand-written annotation on its quotation: "Life Expectancy: 6-8 years Factory literature attached as specified."

In comparison, Eagle tendered a printed specification sheet, offering a 3-year warranty covering mat wear surfaces. On January 31, the agency issued a purchase order to Eagle. GSA notified the protester of the award to Eagle by letter of February 15, which the protester received on February 21.

As a preliminary matter, GSA urges that The Mat Work's February 28, 1989, challenge to the amended RFQ's allegedly defective specifications is untimely. We agree. The alleged defect--lack of specific requirements beyond durability and easy maintenance--was apparent on the face of the amended RFQ, since the amendment only sought descriptive literature establishing the quoted products' durability and ease of maintenance. Consequently, the protester was required to protest this issue before the closing date for response to the amendment, January 6, 1989. See Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1988).

The Mat Works argues that it reasonably delayed filing the protest until after it received notice that award had been made to Eagle because until that time it assumed that GSA would issue a new RFQ. Since GSA had already amended the

RFQ in response to The Mat Works' agency-level protest, we think it was unreasonable for the protester to delay protesting the continued existence of alleged defects in the amendment based on an expectation that GSA would issue yet another amendment to the RFQ.

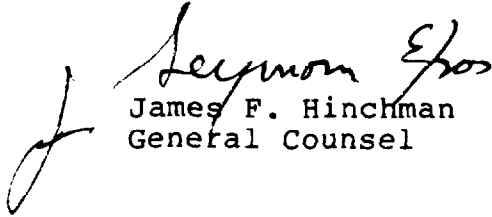
With regard to the protester's contention that its quotation was improperly rejected, whereas the awardee's quotation should have been rejected as not responsive to the amendment we see no basis to question the contracting agency's selection of Eagle instead of the protester. Small purchase procedures are designed to minimize the administrative costs of acquiring relatively inexpensive items. Therefore, under small purchase procedures agencies need only obtain quotations from a reasonable number of potential sources, judge the merits of each quotation in relation to the prices quoted and determine in good faith which quotation will best meet the needs of the government. R. E. White & Assocs., Inc., 61 Comp. Gen. 320 (1982), 82-1 CPD ¶ 294.

Here, the RFQ as amended in part required firms to submit specifications outlining the life expectancy of the floor coverings offered. GSA decided that Eagle's quotation was more advantageous to the government because its product literature showed a life expectancy for its products of at least 3 years, while the protester's literature was silent on life expectancy and its quotation contained only a handwritten annotation asserting that its products have a life expectancy of 6-8 years. GSA properly found that the 3-year warranty in Eagle's product literature established a life expectancy of at least 3 years for its products since it is reasonable to assume that a firm would not warrant a product for less than its expected life. Moreover, Eagle's tender of a printed specification sheet is evidence that the warranty is offered in the normal course of business and likely reflects established product characteristics; unlike the protester's handwritten notation, it was not prepared solely for purposes of showing compliance with the specifications of the RFQ. Finally, we do not think it matters whether Eagle's literature was prepared by the manufacturer or only a distributor, as the protester contends, so long as it can reasonably be interpreted as reflecting the actual characteristics of the product.

Under these circumstances, we find that GSA reasonably determined that Eagle's assertion regarding the life expectancy of its products was more reliable than the protester's and, as a result, Eagle's quotation was more advantageous to the government, particularly in view of the fact that Eagle's price was considerably lower than the

protester's. Accordingly, we see no basis to question GSA's selection of Eagle.

The protest is dismissed in part and denied in part.

James F. Hinchman  
General Counsel